

**READY MIX COMPANIES
OF
RHODE ISLAND**

2003 - 2006

Teamsters

Local Union No. 251

**affiliated with
Teamsters Joint Council No. 10
and
The International Brotherhood of Teamsters**

Rhode Island Ready Mix Agreement

2003 - 2006

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This Agreement made as of the first day of May, 2003 by and between Ready Mix Companies of Rhode Island, hereinafter called the "Employer" and Teamsters' Local Union No. 251, hereinafter designated as the "Union".

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees; to provide for the continuous employment of labor and to bring about stable conditions in the industry, and to establish necessary procedure for the amicable adjustment of disputes, including wages, hours and working conditions, which may arise between the Employer and Employees.

A notice in writing shall be given to the Local Union of any sale or transfer of the Employer's operation.

This Agreement shall be binding upon both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided.

For the purpose of preserving the level of benefits set forth in this Agreement, the Employer agrees to refrain from using the services of any person who does not observe at least the level of wages, hours and conditions of employment as established in this Agreement. This paragraph shall pertain only to sand, gravel, stone, and ready mix concrete. It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement.

ARTICLE I
TERRITORIAL JURISDICTION

This Agreement shall apply to and be effective within the jurisdiction of Local Union No. 251.

ARTICLE II
SCOPE OF EMPLOYMENT

- (a) This Agreement shall apply to the delivery of ready mix, flowable fill, sand, gravel and stone.
- (b) Operation of equipment including but not limited to ready mix trucks, dump trucks, semi-dump trucks, tankers, tank truck, and forklifts when used in job site, warehouse, storage areas and maintenance of such

ARTICLE IX
WAGES

- (a) The straight time wages for employees covered by this Agreement shall be those set forth in Schedule "A", attached hereto.
- (b) The said wages shall be shall effective as of May 1, 2003.
- (c) If an employee works on a higher paying piece of equipment for any part of the day, he will receive the higher rate of pay for the entire day.
- (d) All employees shall receive their previous week's earnings no later than Friday at noon, unless circumstances occur beyond the control of the Employer, and all pay stubs shall include the hours worked, including premium time, and all itemized deductions shall be listed.

ARTICLE XIX
HEALTH SERVICES and INSURANCE PLAN

(a) Commencing with the 1st day of April, 2003 and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters' Local Union No. 251 Health Services and Insurance Plan for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement, whether such employee is a regular, probationary, temporary, or casual employer, irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this Collective Bargaining Agreement as follows:

(b) Commencing on the 1st day of April, 2003, and until July 31, 2003, the Employer shall contribute to the Teamsters' Local Union No. 251 Health Services and Insurance Plan, the sum of five dollars and one and one quarter (\$5.01.25) cents per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than \$200.50. An overtime hour shall be considered as a single contribution hour.

Commencing with the 1st day of August, 2003, the Employer shall contribute to the Teamsters' Local Union No. 251 Health Services and Insurance Plan, the sum of five dollars and forty-six and one quarter (\$5.46.25) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than \$218.50. An overtime hour shall be considered as a single contribution hour.

Commencing with the 1st day of August, 2004, the Employer shall contribute to the Teamsters' Local Union No. 251 Health Services and Insurance Plan, the sum of five dollars and eighty-six and one quarter (\$5.86.25) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than \$234.50. An overtime hour shall be considered as a single contribution hour.

Commencing with the 1st day of August, 2005, the Employer shall contribute to the Teamsters' Local Union No. 251 Health Services and Insurance Plan, the sum of six dollars and twenty-six and one quarter (\$6.26.25) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than \$250.50. An overtime hour shall be considered as a single contribution hour.

For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of forty (40) hours per week for a period of not more than four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, provided however, such contributions shall be forty (40) hours per week and shall not be paid for a period of more than twelve (12) months.

Hourly contributions to the Health Services and Insurance Plan must be made for each hour worked on each regular

or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health Services and Insurance Plan.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services and Insurance Plan.

If an Employer fails to make contributions to the Health Services and Insurance Plan within 72 hours after a notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees. The Employer's liability for Payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

(c) The Employer and Union which are signator hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

The Employer shall continue to make contributions on any employee who has worked one hundred (100) days in the calendar year and is laid-off in the winter season. The contributions shall commence immediately upon winter lay-off and shall be for forty (40) hours per week for a period of three (3) months regardless if the employee should work one, two, or three (3) days per week after seasonal lay-off. Example, if an Employee is laid off in December, and should be recalled for one day in January, the Employer will still continue to contribute forty (40) hours for that week, or otherwise contribute thirty-two (32) hours plus eight (8) hours actually worked.

ARTICLE XX PENSION FUND

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

(a) Commencing with the 1st day of May, 2003, and for the duration of the current Collective Bargaining Agreement between Local Union No. 251 and the Employer, and any renewals or extension thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or nonmember of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement as follows:

Commencing on the 1st day of May, 2003, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, up to a maximum of 2080 hours for each calendar year, the Employer shall make a contribution of four dollars and sixty-six (\$4.66) cents per hour for all hours to the New England Teamsters and Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours.

Commencing on the 1st day of May, 2004, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, up to a maximum of 2080 hours for each calendar year, the Employer shall make a contribution of four dollars and ninety-six (\$4.96) cents per hour for all hours to the New England Teamsters and Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours.

Commencing on the 1st day of May, 2005, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, up to a maximum of 2080 hours for each calendar year, the Employer shall make a contribution of five dollars and twenty-six (\$5.26) cents per hour for all hours to the

New England Teamsters and Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours.

For purposes of this section, each hour for which wages are paid or due, or and portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If an employee as defined in section (a) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of forty (40) hours per week for a period of not more than four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, provided, however, such contributions shall be forty (40) hours per week and, shall not be paid for a period of more than twelve (12) months.

(b) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(c) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(d) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the Payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this Collective Bargaining Agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the Collective Bargaining Agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified Public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this Collective Bargaining Agreement, up to and including the last completed payroll Period in the month for which contributions must be paid, or if the Employer having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate seventy-two (72) hours notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure and/or Arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney or collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(e) No oral or written modification of this section regarding pensions and retirement shall be made by the

Local Union or the Employer, and, if made, such modification shall not be binding upon the employees performing work within the scope of this Collective Bargaining Agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

ARTICLE XXVI
TERMINATION

This Agreement shall take effect on May 1st, 2003 and shall continue in full force and effect until April 30, 2006, and shall then renew itself from year to year unless either party to the agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change or amend this

Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives and have affixed hereto the seals of their respective organizations the day and year first written above.

FOR THE COMPANY

Company Name (Please print)

Street

City, State, Zip

Telephone Number

Signature

Date

TEAMSTERS LOCAL UNION NO. 251

Joseph J. Barros

Joseph J. Barros, President &
Business Agent

8-20-03

Date

SCHEDULE "A"

FROM:	5/1/03	5/1/04	5/1/05
TO:	<u>4/30/04</u>	<u>4/30/05</u>	<u>4/30/06</u>
Pick-up trucks, station wagons and panel trucks	\$19.61	\$20.11	\$20.61
Two axle, helpers on low beds, etc.	\$19.76	\$20.26	\$20.76
Two axle dump truck	\$19.81	\$20.31	\$20.81
<u>Three axle dump truck</u>	<u>\$19.86</u>	<u>\$20.36</u>	<u>\$20.86</u>
Four and Five Axle	\$19.96	\$20.46	\$20.96
Tractor-Trailers	\$20.11	\$20.61	\$21.11
Low Bed Trailers/Boom Trailers	\$20.36	\$20.86	\$21.36
Special Earth Moving equipment under 35 tons	\$20.06	\$20.56	\$21.06
Special Earth Moving 35 tons or over	\$20.31	\$20.81	\$21.31
Trailers when used on a double hook-up (pulling 2 trailers)	\$20.56	\$21.06	\$21.56

Tunnel rates for trucks actually going underground add forty (40) cents per hour to rate according to equipment. On equipment used to haul powder - add twenty-five (25) cents above rate according to axle.